

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shari's Management Corporation		12/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1302119	SHARIS	
Registration Number:	1591479	SHARI'S	
Serial Number:	78563197	AROSTA	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	025983/0117		
NAME OF SUBMITTER:	Daniel Angel, Esq. (025983/0117)		
Signature:	/sas for da/		

CH \$90.00 1302119

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TRADEMARK  
REEL: 003218 FRAME: 0875

Date:

12/30/2005

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of December, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among the lenders identified on the signature pages thereto (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as the term loan B agent for the Term Loan B Lenders (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, "Term Loan B Agent"), SHARI'S INVESTMENT CORPORATION, a Delaware corporation ("Parent"), SHARI'S HOLDING COMPANY, LLC, a Delaware limited liability company ("SHC" and, together with Parent and each other Person that becomes a party to the Credit Agreement as a Guarantor, each individually, a "Guarantor", and individually and collectively, jointly and severally, the "Guarantors"), and SHARI'S MANAGEMENT CORPORATION, a Delaware corporation ("Borrower"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of December 28, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**SHARI'S INVESTMENT CORPORATION**

By:   
Name: B. Ray Damron  
Title: Chief Financial Officer

**SHARI'S HOLDING COMPANY, LLC**

By:   
Name: B. Ray Damron  
Title: Chief Financial Officer

**SHARI'S MANAGEMENT CORPORATION**

By:   
Name: B. Ray Damron  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC., as Agent

By: \_\_\_\_\_  
Name:  
Title:

Shari's- Trademark Security Agreement

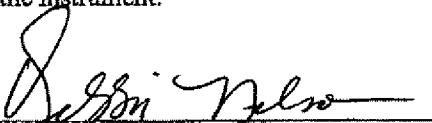
CERTIFICATE OF ACKNOWLEDGMENT

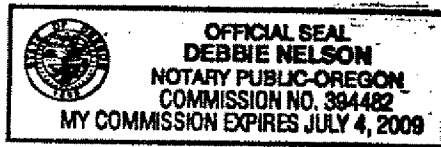
STATE OF Oregon

SS.:

COUNTY OF Washington

On this 20th day of December 2005, before me, the undersigned, personally appeared Ray Damron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]



IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

SHARI'S INVESTMENT CORPORATION

By: \_\_\_\_\_  
Name: B. Ray Damron  
Title: Chief Financial Officer

SHARI'S HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Name: B. Ray Damron  
Title: Chief Financial Officer

SHARI'S MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name: B. Ray Damron  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC., as Agent

By:   
Name: KATY BROOKS  
Title: VICE PRESIDENT

Shari's- Trademark Security Agreement

**TRADEMARK**  
**REEL: 003218 FRAME: 0881**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Shari's Management Corporation	USA	Sharis (stylized letters)	Class 42 under No. 1,302,119	10/23/84
Shari's Management Corporation	USA	Shari's	Class 42 under No. 1,591,479	4/10/90
Shari's Management Corporation	USA	Arosta	Class 30 and Class 43, Application No. 78/563,197	2/8/05